



# COUNTY OF LOS ANGELES

## DEPARTMENT OF PUBLIC WORKS

*"To Enrich Lives Through Effective and Caring Service"*

900 SOUTH FREMONT AVENUE  
ALHAMBRA, CALIFORNIA 91803-1331  
Telephone: (626) 458-5100  
<http://dpw.lacounty.gov>

**GAIL FARBER, Director**

ADDRESS ALL CORRESPONDENCE TO:  
P.O. BOX 1460  
ALHAMBRA, CALIFORNIA 91802-1460

December 11, 2012

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

Dear Supervisors:

# ADOPTED

BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

**33 December 11, 2012**

*Sachi A. Hamai*  
SACHI A. HAMAI  
EXECUTIVE OFFICER

### **AWARD OF CONTRACT FOR ELEMENTARY SCHOOL ENVIRONMENTAL EDUCATION PROGRAM THROUGHOUT LOS ANGELES COUNTY (ALL SUPERVISORIAL DISTRICTS) (3 VOTES)**

#### **SUBJECT**

This action is to award a contract for the Environmental Defenders Program, an elementary school education program that educates kindergarten through sixth grade students in public and private schools throughout Los Angeles County about preserving the environment, proper use of the storm drain system, stormwater runoff pollution prevention, household hazardous waste, and the four R's (Reduce, Reuse, Recycle, and Rethink).

#### **IT IS RECOMMENDED THAT THE BOARD:**

1. Award the contract for the Elementary School Environmental Education Program in a contract sum of \$1,897,262 for the initial two-year term and \$949,236 annually for the subsequent option years and the potential total contract sum of \$6,166,102 to Ruder Finn Inc., d.b.a. Rogers/Ruder Finn. This contract will be for a term of two years commencing upon the Board's approval and execution by both parties with four 1-year renewal options and a month-to-month extension of up to six months for a maximum potential contract term of 78 months.
2. Authorize the Director of Public Works or her designee to increase the contract amount up to an additional 10 percent of the contract sum for unforeseen, additional work within the scope of the contract, if required.
3. Authorize the Director of Public Works or her designee to execute the contract; to renew the

contract for each additional renewal option and extension period if, in the opinion of the Director of Public Works or her designee, the Ruder Finn Inc., d.b.a. Rogers/Ruder Finn has successfully performed during the previous contract period and the services are still required; to approve and execute amendments to incorporate necessary changes within the scope of work; and to suspend work if, in the opinion of the Director of Public Works or her designee, it is in the best interest of the County of Los Angeles to do so.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The purpose of this recommended action is to award a contract for the Environmental Defenders Program, which is an elementary school education program throughout Los Angeles County for kindergarten through sixth grade (K-6 grade) students at public and private schools. This program educates students about stormwater pollution prevention, water conservation, household hazardous waste, the four R's (Reduce, Reuse, Recycle, and Rethink), and other waste reduction messages throughout Los Angeles County and helps preserve the environment. The Department of Public Works (Public Works) first contracted for these services in 1997.

### **Implementation of Strategic Plan Goals**

The Countywide Strategic Plan directs the provisions of Operational Effectiveness (Goal 1), Fiscal Sustainability (Goal 2), and Integrated Services Delivery (Goal 3). The contractor who has the specialized expertise to provide these services accurately, efficiently, timely, and in a responsive manner will support Public Works in meeting these goals.

### **FISCAL IMPACT/FINANCING**

There will be no impact to the County General Fund.

The program is for a contract sum of \$1,897,262 for the initial two-year term and an annual amount of \$949,236 for the four subsequent option years plus 10 percent for unforeseen, additional work within the scope of the contract. Funding for these services is included in the Fiscal Year 2012-13 Internal Service Fund Budget, which will be reimbursed by the Flood Control District Fund and Solid Waste Fund Budgets. Funds to finance the additional year of the initial contract term, as well as the four optional years and the month-to-month extension up to six months, will be made available through Public Works' annual budget process. The contract amount is based on the unit rates quoted by the contractor and Public Works' estimated annual utilization of the contractor's services and available funding.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The recommended contractor is Ruder Finn Inc., d.b.a. Rogers/Ruder Finn, headquartered in New York, New York, with a local office in Los Angeles, California. This contract will commence upon your Board's approval and execution by both parties, for a period of two years. With the Board's delegated authority, the Director of Public Works (Director) or her designee may renew this contract for four 1-year renewal options and a month-to-month extension up to six months for a maximum potential total contract term of 78 months.

The contract will be substantially similar to the form previously reviewed and approved by County Counsel (Enclosure A). Prior to the Director or her designee executing this contract, the contractor

will sign and County Counsel will review it as to form. The recommended contract with Ruder Finn Inc., d.b.a. Rogers/Ruder Finn was solicited on an open-competitive basis and is in accordance with applicable Federal, State, and County requirements. The contractor is in compliance with the requirements of the Chief Executive Officer and the Board.

The award of this contract will not result in unauthorized disclosure of confidential information and will be in full compliance with Federal, State, and County regulations. This contract contains terms and conditions supporting the Board's ordinances, policies, and programs including, but not limited to: the County's Greater Avenues for Independence and General Relief Opportunities for Work Programs (GAIN and GROW), Board Policy No. 5.050; Contract Language to Assist in Placement of Displaced County Workers, Board Policy No. 5.110; Reporting of Improper Solicitations, Board Policy No. 5.060; Notice to Contract Employees of Newborn Abandonment Law (Safely Surrendered Baby Law), Board Policy No. 5.135; Contractor Employee Jury Service Program, Los Angeles County Code, Chapter 2.203; Notice to Employees Regarding the Federal Earned Income Credit (Federal Income Tax Law, Internal Revenue Service Notice 1015); Contractor Responsibility and Debarment, Los Angeles County Code, Chapter 2.202; the Los Angeles County's Child Support Compliance Program, Los Angeles County Code, Chapter 2.200; and Defaulted Property Tax Reduction Program Ordinance, Los Angeles County Code, Chapter 2.206; and the standard Board-directed clauses that provide for contract termination or renegotiation.

Data regarding the proposers' minority participation is on file with Public Works. The contractor was selected upon final analysis and consideration without regard to race, creed, gender, or color.

Proof of the required Comprehensive General and Automobile Liability insurance policies, naming the County as additional insured, and evidence of Workers' Compensation insurance will be obtained from the contractor before any work is assigned.

Pursuant to the applicable memorandum of understanding, the Request for Proposals (RFP) for these contracted services was submitted on April 16, 2012, to the appropriate union for review. The union has not asked to meet with Public Works regarding this solicitation.

Public Works has evaluated and determined that the Living Wage Program (Los Angeles County, Code Chapter 2.201) does not apply to this recommended contract, which is for services required on an as-needed and intermittent basis; hence, this contract is not a Proposition A contract (Los Angeles County Code, Chapter 2.121).

This contract does not allow for a cost-of-living adjustment for the optional years.

### **ENVIRONMENTAL DOCUMENTATION**

Approval of the recommended action is not a project pursuant to the California Environmental Quality Act (CEQA) because it is an activity that is excluded from the definition of a project by Section 15378(b) of CEQA. This proposed action is an administrative activity of government, which will not result in direct or indirect physical changes to the environment.

### **CONTRACTING PROCESS**

On April 16, 2012, Public Works solicited proposals from 586 independent contractors and community business enterprises to accomplish this work. Also, a notice of the RFP was placed on

the County's "Doing Business With Us" website (Enclosure B), and an advertisement was placed in the Los Angeles Times.

On May 24, 2012, seven proposals were received. The proposals were first reviewed to ensure they met the minimum requirements in the RFP. One proposal was rejected for submission after the proposal submission date. Three proposals were rejected for not meeting the RFP's minimum requirements. The remaining three proposals having met these requirements were then evaluated by an evaluation committee consisting of Public Works staff. The evaluation was based on criteria described in the RFP, which included the price, experience, work plan, references, and a session for presentation and interview, utilizing the informed averaging methodology for applicable criteria. Based on this evaluation, it is recommended that this contract be awarded to the highest-rated, apparent responsive, and responsible proposer, Ruder Finn Inc., d.b.a. Rogers/Ruder Finn.

Consistent with the County of Los Angeles Services Contract Solicitation Policy, Policy No. 5.055, SAESHE Advertising, Inc., a proposer for this solicitation, submitted a Proposed Contractor Selection Review request. On October 29, 2012, Public Works provided a response to SAESHE wherein Public Works found that SAESHE Advertising, Inc., did not demonstrate that Public Works materially failed to follow procedures specified in its solicitation document; made identifiable mathematical or other errors in evaluating proposals; or that there was another basis for review as provided by State or Federal law, and provided a deadline to SAESHE to submit a written request for review by a County Review Panel. No request was received by the due date; therefore, the contract will be awarded to the highest-rated, apparent responsive, and responsible proposer, Ruder Finn Inc., d.b.a. Rogers/Ruder Finn.

#### **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

The award of this contract will not result in the displacement of any County employees.

#### **CONCLUSION**

Please return one adopted copy of this letter to the Department of Public Works, Administrative Services Division.

The Honorable Board of Supervisors

12/11/2012

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Respectfully submitted,

A handwritten signature in cursive script that reads "Gail Farber".

GAIL FARBER

Director

GF:GZ:cg

Enclosures

c: Chief Executive Office (Rita Robinson)  
County Counsel  
Executive Office

SAMPLE AGREEMENT FOR  
ELEMENTARY SCHOOL ENVIRONMENTAL  
EDUCATION PROGRAM (2012-AN014)

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2012, by and between the COUNTY OF LOS ANGELES, a subdivision of the State of California, a body corporate and politic (hereinafter referred to as COUNTY) and RUDER FINN INC., DBA ROGERS/RUDER FINN, a New York corporation (hereinafter referred to as CONTRACTOR).

WITNESSETH

FIRST: The CONTRACTOR, for the consideration hereinafter set forth and the acceptance by the Board of Supervisors of said COUNTY (Board) of the CONTRACTOR'S Proposal filed with the COUNTY on May 24, 2012, hereby agrees to provide services as described in this Contract for Elementary School Environmental Education Program (2012-AN014).

SECOND: This AGREEMENT, together with Exhibit A, Scope of Work; Exhibit B, Service Contract General Requirements; Exhibit C, Internal Revenue Service Notice 1015; Exhibit D, Safely Surrendered Baby Law Posters; Exhibit E, Defaulted Property Tax Reduction Program; Exhibit F, County of Los Angeles Department of Public Works Web Development Standards and Guidelines; Exhibit G, List of Cities and Map; Exhibit H, School Information; Exhibit I, Pledge Card and Certificate; the CONTRACTOR'S Proposal, all attached hereto; the Request for Proposals; and Addenda to the Request for Proposals, all of which are incorporated herein by reference, are agreed by the COUNTY and the CONTRACTOR to constitute the Contract.

THIRD: The COUNTY agrees, in consideration of satisfactory performance of the foregoing services in strict accordance with the Contract specifications to the satisfaction of the Director of Public Works, to pay the CONTRACTOR pursuant to the Schedule of Prices set forth in the Proposal and attached hereto as PW-2, an amount not to exceed \$1,891,262 for the initial two-year term and \$946,236 for the option years, if any, or such greater amount as the Board may approve (Maximum Contract Sum).

FIFTH: This Contract's initial term shall be for a period of two years commencing upon Board approval and execution by both parties. At the sole discretion of the COUNTY, this Contract may be extended in four increments of one year, for a maximum of six years. In addition, upon notice of at least ten days, the Director may extend the final Contract term on a month-to-month basis, not to exceed a total of six months, for the convenience of the COUNTY, for a maximum potential Contract term of six and 1/2 years (78 months). The COUNTY, acting through the Director, may give a written notice of intent to extend this Contract at least ten days prior to the end of each term. At the sole discretion of the COUNTY, in lieu of extending the Contract for the full one year, this Contract may be extended on a month-to-month basis, upon written notice to the CONTRACTOR at least ten days prior to the end of a term. The Director will provide a written notice of nonrenewal at least ten days before the last day of any term, in which case this Contract shall expire as

of midnight on the last day of that term. Where all option years have been exercised, the Director will not provide a written notice of nonrenewal

SIXTH: The CONTRACTOR shall bill for the work performed in accordance with Form PW-2, Schedule of Prices, pursuant to Exhibit A, Scope of Work, and Section F, Method of Payment. It is understood and agreed that the COUNTY, at its sole discretion, may delete some Tasks. Additionally, if funds are available, Public Works may increase the quantity of the Task items provided in the Schedule of Prices, Form PW-2. If Public Works determines a need to increase the quantity of any such Task item(s), it will be paid at a prorated percentage of the price indicated in the Schedule of Prices.

SEVENTH: Public Works will make payment to the CONTRACTOR within 30 days of receipt and approval of a properly completed and undisputed invoice. However, should the CONTRACTOR be certified by the COUNTY as a Local Small Business Enterprise, payment will be made in accordance with Board of Supervisors Policy No. 3.035, Small Business Liaison and Prompt Payment Program. Each invoice shall be in triplicate (original and two copies) and shall itemize the work completed. The invoices shall be submitted to:

County of Los Angeles Department of Public Works  
Attention Fiscal Division, Accounts Payable  
P.O. Box 7508  
Alhambra, CA 91802-7508

EIGHTH: In no event shall the aggregate total amount of compensation paid to the CONTRACTOR exceed the amount of compensation authorized by the Board. Such aggregate total amount is the Maximum Contract Sum.

NINTH: The CONTRACTOR understands and agrees that only the designated Public Works Contract Manager is authorized to request or order work under this Contract. The CONTRACTOR acknowledges that the designated Contract Manager is not authorized to request or order any work that would result in the CONTRACTOR earning an aggregate compensation in excess of this Contract's Maximum Contract Sum.

TENTH: The CONTRACTOR shall not perform or accept work requests from the Contract Manager or any other person that will cause the Maximum Contract Sum of this Contract to be exceeded. CONTRACTOR shall monitor the balance of this Contract's Maximum Contract Sum. When the total of the CONTRACTOR'S paid invoices, invoices pending payment, invoices yet to be submitted, and ordered services reaches 75 percent of the Maximum Contract Sum, the CONTRACTOR shall immediately notify the Contract Manager in writing. The CONTRACTOR shall send written notification to the Contract Manager when this Contract is within six months from expiration of the term as provided for hereinabove.

ELEVENTH: No cost-of-living adjustments shall be granted for the optional renewal periods.

TWELFTH: In the event that terms and conditions, which may be listed in the CONTRACTOR'S Proposal, conflict with the COUNTY'S specifications, requirements, and

FOURTEENTH: This Contract constitutes the entire agreement between the COUNTY and the CONTRACTOR with respect to the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings.

[illegible]

IN WITNESS WHEREOF, the COUNTY has, by order of its Board of Supervisors, caused these presents to be subscribed by the Director of Public Works, and the CONTRACTOR has subscribed its name by and through its duly authorized officers, as of the day, month, and year first written above.

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Director of Public Works

APPROVED AS TO FORM:

JOHN F. KRATTLI  
County Counsel

By \_\_\_\_\_  
Deputy

RUDER FINN INC.,  
DBA ROGERS/RUDER FINN

By \_\_\_\_\_  
Its President

\_\_\_\_\_  
Type or Print Name

By \_\_\_\_\_  
Its Secretary

\_\_\_\_\_  
Type or Print Name

Award information has not been added at this time.

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**Bid Information**

**Bid Number :** PW-ASD # 857  
**Bid Title :** Elementary School Environmental Education Program (2012-AN014)  
**Bid Type :** Service  
**Department :** Public Works  
**Commodity :** CONSULTING SERVICES-EDUCATION & TRAINING  
**Open Date :** 4/17/2012  
**Closing Date :** 5/2/2012 12:02 PM  
**Notice of Intent to Award :** [View Detail](#)  
**Bid Amount :** \$ 950,000  
**Bid Download :** Not Available  
**Bid Description :** PLEASE TAKE NOTICE that Public Works requests proposals for the contract for Elementary School Environmental Education Program (2012-AN014). The total annual contract amount of this service is \$950,000. The Request for Proposals (RFP) with contract specifications, forms, and instructions for preparing and submitting proposals may be accessed at <http://dpw.lacounty.gov/asd/contracts> or may be requested from Mr. Edwin Manoukian at (626) 458-4057 or [emanoukian@dpw.lacounty.gov](mailto:emanoukian@dpw.lacounty.gov), or from Mr. Eric Fong at (626) 458 4077 or [erfong@dpw.lacounty.gov](mailto:erfong@dpw.lacounty.gov), Monday through Thursday, 7 a.m. to 5 p.m.

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PLEASE CHECK THE WEBSITE FREQUENTLY FOR ANY CHANGES TO THIS SOLICITATION. ALL ADDENDA AND INFORMATIONAL UPDATES WILL BE POSTED AT <http://dpw.lacounty.gov/asd/contracts>.

The County's K-6 grade education program is called the Environmental Defenders Program (Program). The purpose of the Program is to educate students in public and private schools (K-6 grade) about stormwater pollution prevention, water conservation, household hazardous waste, the four Rs (Reduce, Reuse, Recycle, and Rethink), and other waste reduction messages. The Environmental Defenders characters are well known by the students and offer a continued branding to the Program. Information regarding the Environmental Defenders may be accessed at <http://dpw.lacounty.gov/epd/defenders/index.cfm>.

Minimum Requirement(s): Proposers must meet all minimum requirements set forth in the RFP document at the time of proposal submission including, but not limited to:

1. Proposing entity or its managing employee(s), who shall be the direct employee (as defined in Exhibit B, Service Contract General Requirements, Section 1.B, Definitions, on page B.2) of the proposing entity, must have a minimum of five years of experience in planning and implementing public and/or private education and outreach/event programs. The proposal shall include at least two examples of such programs that were implemented within the last ten years by the Proposing entity or its managing employee.

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Important Note: This minimum mandatory requirement must be met by the proposing entity or its managing employee(s) and subcontracting is not allowed.

2. Proposer's staff assigned to oversee this Program must have a minimum of two years of experience with environmental-related public and/or private education and outreach campaigns within the last ten years. Such personnel must be identified by the Proposer in the proposal and Form PW 18, Proposer's Compliance with the Minimum Requirements of the RFP. The proposal shall include examples, such as a copy of a presentation video or program brochure to support this minimum mandatory requirement.

Note: Proposer may use subcontractor(s) to meet this minimum mandatory requirement.

3. Proposer's staff shall have a minimum of three years of experience conducting assessments and research evaluations.

Note: Proposer may use subcontractor(s) to meet this minimum mandatory requirement.

4. Proposer's staff conducting website enhancements and development of a new children's website must have a minimum of three years of experience within the last ten years programming in Microsoft .Net(C#) and HTML, specifically, preparing website requirements, comps, design, and mock-ups; and developing, building, enhancing, and maintaining children's websites.

Note: Proposer may use subcontractor(s) to meet this minimum mandatory requirement.

A Proposers' Conference will be held on Wednesday May 2, 2012, at 2 p.m. at Public Works Headquarters, 900 South Fremont Avenue, Alhambra, California 91803, in the Alhambra Room. ATTENDANCE BY THE PROPOSER OR AN AUTHORIZED REPRESENTATIVE AT THE CONFERENCE IS MANDATORY.

Public Works will reject proposals from those whose attendance at the conference cannot be verified. Attendees should be prepared to ask questions at that time about the specifications, proposal requirements, and contract terms. After the conference, Proposers must submit questions in writing and request information for this solicitation within three business days from the date of the conference. After the third business day, it may be impossible to respond to further requests for information.

The deadline to submit proposals is Thursday, May 17, 2012, at 5:30 p.m. Please direct your questions to Mr. Manoukian or Mr. Fong at the numbers listed on the first page.

**Contact Name :** Edwin Manoukian  
**Contact Phone# :** (626) 458-4057  
**Contact Email :** [emanoukian@dpw.lacounty.gov](mailto:emanoukian@dpw.lacounty.gov)  
**Last Changed On :** 4/17/2012 8:55:08 AM

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